
In Re:

Case No. 04-61027

Roberta A Hoye and Thomas W Hoye
Debtor(s)

Chapter 7 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 26, 2004 at 1:00 PM o'clock, in Courtroom No. 2, at the United States Courthouse, 118 South Mill Street, Fergus Falls, MN.
3. Any response to this motion must be filed and delivered not later than October 21, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 15, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed August 30, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2003 FORD WINDSTAR WAGON 3D VEHICLE (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule

4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtor is delinquent under the terms of the original contract with Movant. Movant requests relief under §362(d)(2). The Debtor has no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call Jennifer Dean, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and collateral value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the collateral promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) of the Bankruptcy Code to permit Movant to take possession and dispose of the collateral, and such other relief as may be just and equitable.

Dated: October 1, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBL
DRIVER & VEHICLE SERVICES DIVIS
445 MINNESOTA ST., ST. PAUL, MN 5

CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

HOYE THOMAS WESLEY JR
512 LAKE SHORE DR
ORTONVILLE MN 56278

PAID

Permit No. 171
St. Paul, MN

*

LNC500

1ST SECURED PARTY

LIEN HOLDER

03 Year	FORD Make	ESWIN Model	H2610R916 Title NR.
2FMZA504X3BB40270 VIN		08/11/03 Security Date	NO Rebuilt

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

FMCC

PO BOX 105704

ATLANTA GA 30348-5704

EXHIBIT A

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)
THOMAS WESLEY HOYE JR
512 LAKESHORE DRIVE
ORTONVILLE MN 56278
BIG STONE

CREDITOR (Seller Name and Address)
TENVOORDE FORD, INC.
P.O. BOX 1045
ST. CLOUD, MN 56301

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW If Truck (lbs)	Vehicle Identification Number	Use For Which Purchased
NEW	2003 FORD	WINDSTAR		2FMZA504X38840270	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

2001 FORD ECON 1F0RE14L91HA12102
Trade-in Year and Make \$ 20000.00 \$ 19555.00
Gross Allowance Amount Owning

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	INCLUDES DOC FEE OF 25.00	\$ 24072.00 (1)
2. Down Payment		
Third Party Rebate Assigned to Creditor	\$ N/A	
Cash Down Payment	\$ N/A	
Trade-in (description above)	\$ 445.00	
Total Down Payment	\$ 445.00	(2)
3. Unpaid Balance of Cash Price (1 minus 2)		\$ 23627.00 (3)
4. Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts) To Public Officials		
(i) for license, title & registration fees \$ 322.00		
(ii) for filing fees \$ N/A		
(iii) for taxes (not in Cash Price)	\$ N/A	\$ 322.00
To Insurance Companies for:		
Credit Life Insurance	\$ N/A	
Credit Disability Insurance	\$ N/A	
To _____ for _____	\$ N/A	
To _____ for _____	\$ N/A	
To _____ for _____	\$ N/A	
To _____ for _____	\$ N/A	
Total	\$ 322.00	(4)
5. Amount Financed (3 plus 4)		\$ 23949.00 (5)

INSURANCE

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

<input type="checkbox"/> Credit Life	Insurer
\$ N/A	Premium
	Insured(s)
Signature(s)	

<input type="checkbox"/> Credit Disability	Insurer
\$ N/A	Premium
	Insured
Signature	

<input type="checkbox"/> Other Optional Insurance	Term
\$ N/A	Premium
Insurer	
Signature	

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at the time of loss, but not more than the limits of the policy.

<input type="checkbox"/> Comprehensive	<input type="checkbox"/> \$ N/A Deductible Collision
<input type="checkbox"/> Fire-Theft-Combined Additional Coverage	
<input type="checkbox"/> Towing and Labor	
<input type="checkbox"/> Term	Months (Estimate)
Premium \$	N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate 6.99 %	The dollar amount the credit will cost you \$ 4579.20	The amount of credit provided to you or on your behalf \$ 23949.00	The amount you will have paid when you have made all scheduled payments \$ 28528.20	The total cost of your purchase on credit, including your downpayment \$ 28973.20

Payment Schedule	<input checked="" type="checkbox"/> Number of payments 59	Amount of Each payment \$ 475.47	When Payments are due monthly starting 25 SEP 03
Your payment schedule will be:	<input type="checkbox"/> 1 final	\$ 475.47	

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Security interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer: ☒ Signs Co-Buyer: ☒ Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract, signed by both Buyer (and Co-Buyer) and the seller.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Buyer Signs _____ (Co) Buyer Signs _____

By signing below, the Seller accepts this contract. If no other assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller TENVOORDE FORD, INC. By ☒ Title BUSINESS MGR

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

or
Visit us at www.fordcredit.com
02-001

ORIGINAL

EXHIBIT B

A. Payments: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or if less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract if there is any default.

F. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. Consumer Reports: You authorize Ford Motor Credit Company to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

H. General: To contact Ford Motor Credit Company about this account, call 1-800-727-7000. Also, you may make address and other selected changes at www.fordcredit.com. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____

Guarantor _____ Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

Rights You And We Do Not Give Up: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;
- J.A.M.S./Endispute, at 1-800-448-1660, or www.jamsadr.com;
- National Arbitration Forum, at 1-800-474-2371, or www.arb-forum.com.

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.

FC 17822-SI Aug 02 (Previous editions may NOT be used.)

34 FORD

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
275	Ded	W/out 3rd Row Seat	275	275	625	Add 6.8L V10 Eng.	625	700	
275	Deduct	W/out Rear Air	275	275	4100	Add 7.3L T-Diesel Eng.	4100	4325	
2003 EXCURSION-3/4 Ton-V10 MC: IV					350	Add Alum/Alloy Wheels	350	400	
23350	Utility XLT	U40F	21025	26725	150	Add CD Player	150	175	
27900	Utility XLT 7.3L TD	U40F	25125	31675	500	Add Leather Seats	500	575	
25650	Utility Eddie Bauer	U44	23100	29150	225	Add Power Seat	225	250	
30200	Utility EB 7.3L TD	U44F	27200	34125	275	Add Rear Air Cond.	275	325	
25850	Utility Limited	U42	23275	29375		(Std. E350 Ext. Wagon)			
30400	Utility Ltd. 7.3L TD	U42F	27375	34325	175	Add Rear Bucket Seats	175	200	
25450	Utility XLT (4WD)	U41	22925	28950	550	Add Rear Entertainment Sys	550	625	
30000	Utility XLT 7.3L TD (4WD)	U41F	27000	33900	75	Add Theft Recovery System	75	100	
27750	Utility Eddie Bauer (4WD)	U45	24975	31525	775	Deduct V6 Eng.	775	775	
32300	Utility Eddie Bauer (4WD)	U45F	29075	36525	725	Deduct W/out Air Cond.	725	725	
27950	Utility Limited (4WD)	U43	25175	31725	225	Deduct W/out Cruise	225	225	
32500	Utility Ltd. 7.3L TD (4WD)	U43F	29250	36725	175	Deduct W/out Pwr Locks	175	175	
300	Add 6.0L T-Diesel Eng. (7.3L)		300	350	225	Deduct W/out Pwr Wind	225	225	
175	Add Rear Bucket Seats		175	200	2003 RANGER-1/2 Ton-V6 MC: II				
550	Add Rear Entertainment Sys		550	625	8750	Styleside	R10*	7875	10900
75	Add Theft Recovery System		75	100	8850	Styleside LB	R10*	7975	11000
625	Deduct 5.4L V8 Eng. (V10)		625	625	9150	Flareside	R10*	8250	11325
550	Deduct W/out Leather		550	550	10875	Style Supercab 2D	R14*	9800	13175
250	Deduct W/out Pwr Seat		250	250	11550	Style Supercab 4D	R44*	10400	13975
2003 WINDSTAR-V6 MC: II					11275	Flare Supercab 4D	R44*	10150	13675
9350	Cargo Van	A54	8425	11550	11950	Flare Supercab 4D	R44*	10775	14400
11150	Wagon 3D	A50	10050	13550	750	Add Edge Trim (Std. Tremor)		750	850
13125	Wagon 4D LX	A51	11825	15700	300	Add FX4 Off-Road Pkg.		300	350
14775	Wagon SE	A52	13300	17450	600	Add XLT Trim		600	675
18425	Wagon SEL	A53	16600	21475	1100	Add FX4 Level II O.R. Pkg.		1100	1225
19525	Wagon Limited	A56	17575	22650	1025	Add Tremor Pkg.		1025	1150
600	Add 2-Pwr Sliding Doors (Std. SEL Ltd.)		600	675	2900	Add 4 Wheel Drive		2900	3125
300	Add A.A. Wheels (4D LX)		300	350	300	Add Alum/Alloy Wheels		300	350
100	Add CD (Van, Wgn 3D)		100	125	100	Add CD Player		100	125
450	Add Left Sliding Door (Wagon 3D)		450	500	200	Add Cruise Control		200	225
200	Add Pwr Seat (4D LX)		200	225	150	Add Power Door Locks		150	175
275	Add Rear Air (Wgn 3D, 4D LX)		275	325	200	Add Power Windows		200	225
175	Add Rear Bucket Seats (4D LX)		175	200	75	Add Theft Recovery System		75	100
550	Add Rear Entertainment Sys		550	625	150	Add Tilt Wheel		150	175
75	Add Theft Recovery System		75	100	725	Deduct 4 Cyl. Eng.		725	725
200	Deduct W/out Cruise		200	200	675	Deduct W/out Air Cond.		675	675
2003 E SERIES VAN-1/2-1 Ton-V8 MC: III					575	Deduct W/out AT		575	575
13025	E150 Cargo	E14	11725	15575	2003 F150-1/2 Ton-V8 MC: III				
15200	E150 Wagon	E11	13700	17900	11300	Style XL "WS" 6.3/4"	F17*	10175	13700
13625	E250 Cargo	E24	12275	16225	11400	Style XL "WS" 8"	F17*	10275	13825
14400	E250 Ext. Cargo	S24	12975	17050	12900	Styleside XL 8"	F17*	11525	15350
14225	E350 Cargo	E34	12825	16875	13500	Flareside XL 6.3/4"	F07*	12150	16100
16400	E350 Wagon	E31	14775	19175	24800	Lightning 6.3/4"	F07*	22325	28250
15000	E350 Ext. Cargo	S34	13500	17700	15400	S-Cab XL "WS" 6.3/4"	X17*	13875	18125
17450	E350 Ext. Wagon	S31	15725	20425	15500	S-Cab XL "WS" 8"	X17*	13950	18225
900	Add Chateau Trim		900	1000	16900	Supercab XL 6.3/4"	X17*	15225	19725
700	Add XLT Trim		700	800	17000	Supercab XL 8"	X17*	15300	19825
2003 F150 SUPERCREW-1/2 Ton-V8 MC: III					17600	Flare Super XL 6.3/4"	X07*	15850	20600
					20175	Flare SC K-Ranch 6.3/4"	X07*	18175	23325
					20100	XLT 5.1/2"	W07*	18100	23250

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
MIDWEST EDITION - SEPTEMBER 2004

D

FORD

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
21600	Lariat 5.1/2"	W07*	19450	24850	14750	Utility 4D XLT (4WD)	U04	13275	17175
21800	King Ranch 5.1/2"	W07*	19625	25075	250	Add A.A. Wheels (XLS)		250	
28300	Harley 5.1/2"	W073	25475	32100	400	Add Leather Seats		400	
2003 F250 SUPER DUTY-3/4 Ton-V8 MC: III					225	Add MACH Stereo Sys		225	
16850	Styleside XL 8"	F20*	15175	19650	500	Add Power Sunroof		500	
20150	Supercab XL 6.3/4"	X20*	18150	23300	75	Add Theft Recovery System		75	
20250	Supercab XL 8"	X20*	18225	23425	675	Deduct 4 Cyl. Eng.		675	
22050	Crew Cab XL 6.3/4"	W20*	19850	25350	525	Deduct W/out AT		525	
22150	Crew Cab XL 8"	W20*	19950	25450	175	Deduct W/out Cruise		175	
2003 F350 SUPER DUTY-1 Ton-V8 MC: III					2002 EXPLORER SPORT TRAC-V6 MC: I				
17700	Styleside XL 8"	F30*	15950	20700	15775	Utility 4D	U67	14200	185
21000	Supercab XL 6.3/4"	X30*	18900	24225	17475	Utility 4D (4WD)	U77	15750	204
21100	Supercab XL 8"	X30*	19000	24325	2002 EXPLORER-V6 MC: I				
22900	Crew Cab XL 6.3/4"	W30*	20625	26250	10775	Wagon 2D Sport	U60	9700	130
23000	Crew Cab XL 8"	W30*	20700	26350	12500	Wagon 4D XLS	U62	11250	150
F SERIES PICKUP OPTIONS					14650	Wagon 4D XLT	U63	13200	173
300	Add FX4 Off-Road Pkg.		300	350	17250	Wagon 4D Eddie Bauer	U64	15525	202
1150	Add Heritage Trim (EX XLT)		1150	1300	17400	Wagon 4D Limited	U65	15675	203
1700	Add King Ranch Trim (Super Duty)		1700	1900	12275	Wagon 2D Sport (4WD)	U70	11050	148
1500	Add Lariat Trim (XL)		1500	1675	14000	Wagon 4D XLS (4WD)	U72	12600	166
350	Add STX Trim		350	400	16150	Wagon 4D XLT (4WD)	U73	14550	189
725	Add XLT Trim (XL)		725	825	18750	Eddie Bauer (4WD)	U74	16875	218
2850	Add 4 Wheel Drive		2850	3075	18900	Limited (4WD)	U75	17025	219
5300	Add 6.0L T-Diesel Eng.		5300	5525	EXPLORER SPORT TRAC/EXPLORER OPTIONS				
625	Add 6.8L V10 Eng.		625	700	250	Add 3rd Row Seat		250	
5000	Add 7.3L T-Diesel Eng.		5000	5225	450	Add 4.6L V8 Engine		450	
900	Add 7700 Payload Pkg. (F150)		900	1000	75	Add CD Player (XLS)		75	
350	Add Alum/Alloy Wheels (Std. S-Crew, Lightning, King Ranch)		350	400	400	Add Leather Seats		400	
325	Add Audiophile Stereo Sys (King Ranch)		325	375	225	Add Pioneer Stereo Sys (Sport/Sport Trac)		225	
150	Add Compact Disc Player (Std. S-Crew, Lightning, King Ranch)		150	175	175	Add Power Seat		175	
725	Add Dual Rear Whis		725	825	500	Add Power Sunroof (Std. XLT, E. Bauer, Ltd.)		500	
500	Add Leather Seats		500	575	250	Add Rear Air Conditioning		250	
225	Add Power Seat		225	250	75	Add Theft Recovery System		75	
600	Add Power Sunroof		600	675	525	Deduct W/out AT		525	
175	Add Rear Bucket Seats (K-Ranch S-Crew, Super Duty)		175	200	175	Deduct W/out Cruise		175	
550	Add Rear Entertainment Sys		550	625	125	Deduct W/out Tilt		125	
75	Add Theft Recovery System		75	100	2002 EXPEDITION-1/2 Ton-V8 MC: III				
775	Deduct V6 Eng.		775	775	17800	Utility XLT	U15	16025	20800
725	Deduct W/out Air Cond.		725	725	21050	Eddie Bauer	U17	18950	24275
625	Deduct W/out AT		625	625	19600	Utility XLT (4WD)	U16	17650	22725
225	Deduct W/out Cruise		225	225	22850	Eddie Bauer (4WD)	U18	20575	26200
175	Deduct W/out Tilt		175	175	125	Add CD (Std. Eddie Bauer)		125	
*Std. Light. S-Crew Lariat/Harley K-Ranch					450	Add Leather Seats (Std. Eddie Bauer)		450	
FORD					550	Add Power Sunroof		550	
2002 ESCAPE-V6 MC: II					150	Add Rear Bucket Seats		150	
11400	Utility 4D XLS	U01	10275	13825	450	Add Rear Entertainment Sys		450	
13050	Utility 4D XLT	U03	11750	15625	75	Add Theft Recovery System		75	
13100	Utility 4D XLS (4WD)	U02	11800	15675	350	Deduct 4.6L V8 Eng.		350	
					250	Deduct W/out 3rd Row Seat		250	
					250	Deduct W/out Rear Air		250	

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
MIDWEST EDITION - SEPTEMBER 2004

D

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Roberta A Hoye and Thomas W Hoye
Debtor(s)

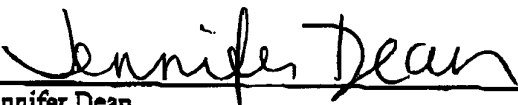
Case No. 04-61027
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Jennifer Dean, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 35075109.
2. The Debtor owes the Creditor \$20,864.73, payoff amount as of September 27, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$475.47. As of September 27, 2004, the loan payments are in arrears ~~\$950.94~~ ^{\$1426.41} for payments owing since July 25, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2003 FORD WINDSTAR WAGON 3D VEHICLE. The current value of the collateral is believed to be \$13,550.00.
4. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".
5. The Contract requires insurance be maintained by buyer to protect Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated: 10-1-04


Jennifer Dean
Ford Motor Credit Company
National Bankruptcy Svc Center
PO Box 537950
Livonia, MI 48153-7950

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-61027

Roberta A Hoye and Thomas W Hoye
Debtor(s)

Chapter 7 Case

MEMORANDUM OF FACT AND LAW

Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in the possession of the Debtor.

The total net balance due on the Contract is \$20,864.73 as of September 27, 2004. On information and belief, the collateral has a current NADA retail value of \$13,550.00. A copy of the NADA page(s) showing the value of the collateral is attached as Exhibit "C".

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments. There has been a further material default; Debtor has failed to comply with the Contract provision requiring Debtor to supply Movant with evidence of collateral insurance.

ARGUMENT

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since July 25, 2004.
- Failure to make payments due post petition under the Contract.
- Failure to reaffirm, redeem or surrender the collateral.

- Failure to maintain physical damage insurance on the collateral.

Movant has not been provided with adequate protection of Movant's interest in the collateral.

Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay.

See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$20,864.73. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). There is no reorganization proposed by the Debtor in this Chapter 7 case. Pursuant to 11 U.S.C. §362(g), the burden is on Debtor to establish that collateral is necessary for reorganization.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: October 1, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-61027

Roberta A Hoye and Thomas W Hoye
Debtor(s)

Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on October 4, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Roberta A Hoye
512 Lakeshore Dr
Ortonville, MN 56278

Thomas W Hoye
512 Lakeshore Dr
Ortonville, MN 56278

Logan M Moore
Attorney at Law
1118 Broadway
Alexandria, MN 56308

Tamara L Yon
Trustee in Bankruptcy
PO Box 605
Crookston, MN 56716

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

Executed on: October 4, 2004

Signed: /e/Linda Jeanne Jungers
Linda Jeanne Jungers
STEWART, ZLIMEN & JUNGERS
430 Oak Grove Street, #200
Minneapolis, MN 55403

04-03970-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-61027

Roberta A Hoye and Thomas W Hoye
Debtor(s)

Chapter 7 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on October 26, 2004 at 1:00 PM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the 2003 FORD WINDSTAR WAGON 3D VEHICLE, VIN 2FMZA504X3BB40270, in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

United States Bankruptcy Judge